

# **EXHIBIT 1**

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

11 CRAIGSLIST, INC., a Delaware corporation,  
12 Plaintiff,  
13 v.  
14 3TAPS, INC., et al.,  
15 Defendants.

CASE NO. CV12-03816 CRB

**FINAL JUDGMENT AND  
PERMANENT INJUNCTION AGAINST:**  
**(1) 3TAPS, INC.,**  
**(2) HARD YAKA, INC., and**  
**(3) ROBERT G. KIDD**

19 AND RELATED COUNTERCLAIMS  
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21 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of  
22 Plaintiff craigslist, Inc. (“craigslist”), on the one hand, and Defendants 3taps, Inc. (“3taps”), Hard  
23 Yaka, Inc., Robert G. Kidd (collectively, “Defendants”) that:

24 **I. Final Judgment**

25 Judgment is entered in favor of craigslist against Defendants, jointly and severally, in the  
26 amount of \$1,000,000.00.

27 **II. Injunction**

28 Defendants and their respective current and future officers, agents, servants, employees,

1 and other persons who are in active concert or participation with them (collectively, the  
 2 "Prohibited Parties"), are ordered and enjoined as follows:

3       A.     Within one day (1) day of the entry of this Order, the Prohibited Parties will  
 4            forever cease access to and/or any use of, including but not limited to  
 5            reproducing, transmitting, displaying, framing, including, disseminating,  
 6            publishing, distributing, or giving away ("Access and Use"), any content,  
 7            including but not limited to user-generated postings, advertisements,  
 8            information, data, images, messages, or emails, that has been submitted to,  
 9            posted on, or transmitted via any craigslist website, service, or computer server,  
 10           including, but not limited to *craigslist.org* ("craigslist Content"). For the  
 11           avoidance of doubt, this prohibition includes, but is not limited to, craigslist  
 12           Content that a third party, including without limitation a third party located  
 13           outside U.S. jurisdiction, has obtained from (i) any craigslist website, service, or  
 14           computer server, or (ii) any other party, or series of parties, that itself or  
 15           themselves obtained craigslist Content from any craigslist website, service or  
 16           computer server.

17       B.     The prohibition on Access and Use of craigslist Content includes: 1) direct  
 18            Access and Use by the Prohibited Parties; and 2) indirect Access and Use via a  
 19            third party, intermediary, or proxy, including but not limited to any search engine  
 20            or participant in crowd sourcing of craigslist Content. The prohibition covers all  
 21            Access and Use by the Prohibited Parties and provides no exceptions, including  
 22            but not limited to a claim of fair use or implied license.

23       C.     The Prohibited Parties are also permanently prohibited from:  
 24            (1)    directly or indirectly downloading, harvesting, obtaining, or copying  
 25              craigslist Content by any means whatsoever, including but not limited to  
 26              robots, spiders, scrapers, or crawlers;  
 27            (2)    directly or indirectly displaying, framing, including, disseminating,  
 28              publishing, distributing, selling, giving away, or otherwise presenting or

1 making available to any person or entity, or facilitating same, any  
 2 craigslist Content;

3 (3) representing, on their websites, in their mobile apps, or otherwise, that  
 4 they are in any way affiliated with craigslist, or that any of their products  
 5 or services contain or include any craigslist Content;

6 (4) directly or indirectly circumventing technological measures that control  
 7 access to any craigslist website or any portions thereof, including but not  
 8 limited to, measures that: monitor and/or block activity associated with  
 9 particular IP addresses or provide a set of instructions to any automated  
 10 technologies visiting the craigslist website that prohibit automated  
 11 programs (e.g., a robots.txt file), whether through use of multiple IP  
 12 addresses or any other means;

13 (5) directly or indirectly infringing any of craigslist's copyrighted materials;

14 (6) sending or transmitting, or paying, directing, aiding, or conspiring with  
 15 others to send or transmit (i) any commercial electronic mail or electronic  
 16 communication to any craigslist email address, user, member or poster,  
 17 bearing any false, fraudulent, anonymous, inactive, deceptive, or invalid  
 18 return information, or otherwise using any other artifice, scheme or  
 19 method of transmission that would prevent the automatic return of  
 20 undeliverable electronic mail to its original and true point of origin or that  
 21 would cause the email return address to be that of anyone other than the  
 22 actual sender or by any other means in violation of the CAN-SPAM Act,  
 23 15 U.S.C. § 7701, et seq. or (ii) any commercial electronic mail message  
 24 to email addresses known to have been acquired or harvested from any  
 25 craigslist website;

26 (7) engaging in the purchase, acquisition, collection, harvest, sale, transfer,  
 27 transmission, distribution, trade, or display of craigslist users' postings,  
 28 names, locations, addresses, email addresses, phone numbers, contact

information, screen names or other user information, taken from any Craigslist website, service, or computer server, including, but not limited to *craigslist.org*, or lists thereof; and

(8) directly or indirectly using (other than fair use or nominative fair use, such as for purposes of commentary), any craigslist trademark or trade dress, or applying for, or registering any mark, trade name, trade dress, company name, domain name, website username, or url that contains any craigslist trademark or misspelling of any craigslist trademark, or that is confusingly similar to any craigslist trademark; and from using or acquiring any Twitter handle, email address, avatar, domain name, social media user name, or other asset of any kind that contains or suggests the words “craig,” “craigslist,” or anything similar.

D. Within seven (7) days of the entry of this Order, 3taps will assign and otherwise transfer to craigslist all rights, title (including ownership), and interest in and to the craiggers.com domain name.

E. Within thirty (30) days of the entry of this Order, the Prohibited Parties shall permanently delete or destroy any craigslist Content, regardless of whether obtained directly or indirectly, whether stored in electronic form or otherwise, in their possession, custody, or control. craigslist may retain a third party digital forensics firm (“Forensics Firm”) to certify to the destruction of the craigslist Content from Defendants’ computer systems and files. Defendants will provide the Forensics Firm with all necessary access for such a certification within fifteen (15) days of the entry of this Order.

F. Notwithstanding the foregoing, any individuals who are Prohibited Parties are permitted to make limited personal, non-commercial use of the craigslist website, in full compliance with the craigslist Terms of Use in effect at that time, for the purchase and sale of goods and services. This use is limited as follows:

(i) no more than ten (10) postings per month per individual; and

(ii) no more than twenty (20) visits to the website per month per individual, with each visit not to exceed one (1) hour.

G. To the extent craigslist has reason to believe that any Defendant has violated any provision herein, craigslist will provide such Defendants notice and fifteen (15) days to cure before seeking to enforce this Injunction.

### **III. Monitoring Compliance**

It is further ORDERED that the Prohibited Parties shall:

- A. Take reasonable steps sufficient to monitor and ensure that all persons within their control or employment (whether as independent contractors, employees, agents, partners or in some other capacity) comply with this Order, including but not limited to providing a copy of this Order to any person within their control or employment and requesting that such person adhere to its terms; and
- B. Take all reasonable corrective action with respect to any individual within their control or employment whom any Prohibited Party determines is not in compliance with the terms of this Order, which may include training, disciplining, and/or terminating such individual, and notifying craigslist promptly in writing of the underlying conduct.

#### **IV. Dismissal of Defendants' Counterclaims With Prejudice**

Defendants' counterclaims are dismissed with prejudice.

## **V. Retention of Jurisdiction**

21 It is further ORDERED that this Court shall retain jurisdiction of this matter in law and  
22 equity for purposes of enforcing and/or adjudicating claims of violations of this Order or of  
23 disputes arising in connection with the Settlement Agreement entered by the parties hereto. Any  
24 such matters shall be raised by noticed motion. The Court finds that the above-referenced  
25 stipulation of the Parties includes a waiver of the right to appeal the entry of this Order and a  
26 waiver of the right to contest the validity of any clause, term, or provision herein in any  
27 subsequent proceeding, and enters the Order on that basis; provided, however, that if for any  
28 reason any clause, term, or provision herein is deemed unlawful or invalid, the remaining

1 clauses, terms and provisions shall remain in full force and effect.

2 IT IS SO ORDERED.

3 Dated: June 30, 2015



4 Honorable Charles R. Breyer

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